

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
FAX (801) 538-3882
<http://www.purchasing.state.ut.us>

Request for Quotation**Agency Contract**Solicitation Number: **EN3003**Due Date: **08/20/02**

Date Sent: July 11, 2002

Goods and services to be purchased: **TO COVER RENTAL OF ELECTRIC BREAST PUMPS****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Quotation

Solicitation Number: EN3003

Due Date: 08/20/02

Vendor Name:

Description	Unit Price	Extension
AGENCY CONTRACT TO COVER RENTAL OF ELECTRIC BREAST PUMPS, FOR A (3) THREE YEAR PERIOD, PER ATTACHED SPECIFICATIONS.		
THIS IS A REQUEST FOR QUOTATION, THEREFORE; YOU MAY FAX YOUR RESPONSE BACK TO (801) 538-3882 WITH THE BID # REFERENCED ON ANY SUBMITTED DOCUMENTATION..		
FOR QUESTIONS AND/OR CLARIFICATIONS CONTACT WILLIAM BOYER @ (801) 538-6960.		
FOR BID PROCESSING QUESTIONS CONTACT EULA NEEL @ (801) 538-3145.		
REF RX# 270/34-5		

Ship To:

DEPT. OF HEALTH/CANNON HEALTH BLDG.- BUREAU OF GENERAL SERVICES, 1ST FLOOR
288 N 1460 W
SALT LAKE CITY UT 84116

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) The state reserves the right to consider faxed quotes. Fax quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. FAILURE TO RESPOND: Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BONDS: The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.

6. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

7. WARRANTY (including Year 2000):

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which

the State has not been warned. In general, "**year 2000 compatibility and fitness**" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

8. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

9. AWARD OF CONTRACT: (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

10. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.state.ut.us. (Revision April 1, 1999 - RFQ.Instructions)

**Request for Proposal
for Rental of Breastfeeding
Equipment**

I. Proposal

A. General Information

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a nutrition education program and food supplementation program funded by the U.S. Department of Agriculture (USDA). It is administered by the Utah Department of Health, Division of Community and Family Health Services, through local health departments and other private agencies. At present, the WIC Program is operating in all of Utah's 29 Counties as well as special populations including the Teen Mother and Child Program, and the Uintah and Ouray Indian Reservation (Ute Indian Tribe).

WIC provides specific nutritious food supplements to pregnant, breastfeeding, and postpartum women, infants, and children up to the age of 5, who are determined by competent health professionals (physicians, nutritionists, nurses, and other trained health officials) to be at nutritional risk because of inadequate nutrition and inadequate income. WIC serves as an adjunct to good health care during the critical times of growth and development. It is designed to prevent the potential occurrence of health problems, and also to improve the health status of women, infants, and children.

WIC is currently renting approximately 43 breast pumps, which are assigned to thirteen different health agencies throughout the State. WIC also owns 160 of their own breast pumps, which have been purchased over the last ten years. In 2001 WIC spent over \$45,000 in breastfeeding supplies.

The Utah WIC Program has spent the past few months evaluating available breast pumps which could be used to support the Utah WIC breastfeeding system. They have decided to ask for requests for proposals from only those companies which had pumps that meet the requirements of the Utah WIC Program.

B. Purpose of Request for Proposal

The purpose of this request for proposal is to obtain an agreement for the rental of breast pumps over the next three years.

II. Scope of Work

The services to be provided by the successful offeror are described below. The proposal must describe the background and capabilities of the offeror and contain details regarding how the services will be provided.

The services will include:

- A. Renting breast pumps and having the necessary breast pump supplies available for sale to the Utah State WIC Program.
- B. Training of local and state WIC staff in the operation and maintenance of breast pumps.
- C. Monthly billing with an itemized statement.

III. Proposal Requirements

- A. Cover Letter - A letter of transmittal shall accompany the offeror's proposal to delineate and identify the physical proposals that are submitted. The cover letter should be signed by the individual certified to bind the offeror.
- B. Technical Proposal - The offeror shall address, in specific terms, his or her plans for delivering the items detailed in the "Scope of Work" (Section II) of the RFP. The proposal should include a rental price for all electric pumps which the offeror is willing to rent. For each pump mentioned in the bid, please include an item description and manufactures specifications. The monthly cost of proposed services over a three year period must be included, as well as a current breast pump supply price list. Any additional services which the offeror may propose will be itemized separately.

Example:

<u>Pump Description</u>	<u>Monthly Pump Cost</u>	<u>Loss / Damage Wavier-Monthly</u>	<u>Time Period</u>
Light duty pump	\$10.00	\$.40 each month	1st year of contract
Light duty pump	\$10.25	\$.42 each month	2nd year of contract
Light duty pump	\$10.30	\$.42 each month	3rd year of contract
Medium grade pump	\$11.50	\$.40 each month	1st year of contract
Medium grade pump	\$11.60	\$.42 each month	2nd year of contract
Medium grade pump	\$11.60	\$.42 each month	3rd year of contract
Hospital grade pump	\$12.00	\$.45 each month	1st year of contract
Hospital grade pump	\$13.00	\$.45 each month	2nd year of contract
Hospital grade pump	\$13.20	\$.45 each month	3rd year of contract

IV. Proposal Evaluation

- A. If the State awards a contract relative to the RFP, the contract will be based upon the completed proposals received by the State. Therefore, a proposal should contain the most favorable terms from both a business and technical standpoint, which the offeror can submit to the State.

- B. The Contract resulting from this request shall be awarded in response to a complete proposal providing total compliance with the specified requirements.
- C. All proposals will be evaluated by representatives from the Department. Evaluation will be focused toward, but not limited to, the following:
1. Ability of the offeror to satisfy the needs of the Department and the WIC client.
 2. Expertise and ability of the offerors personnel to satisfy the training needs of the Department.
 3. Cost of Service to the WIC Program - This will be evaluated over the life of the contract (three years), and should reflect a first year cost, second year cost and a third year cost. Price increases for rental of breast pumps would only be allowed at the anniversary date of the contract agreement, based on the cost identified in this proposal. The evaluation of cost to the WIC Program will include the cost of renting the pumps and the current documented price for the parts to operate these pumps, based on 50 rental pumps. If the offeror decides that he wants to include a discounted price on supplies (such as a 1% or 5% discount off supply prices, or has a WIC only pricing guide, etc), as a part of his bid, then WIC will base the evaluation on any supply discount and it will become part of the contract.
 4. Timeliness of Service - This includes the sending of requested pumps, billing corrections, pumps repaired and returned, etc.
- D. The major criteria for evaluation of the proposals and their assigned weights, are as follows:

<u>Weights</u>	<u>Major Criteria</u>
75 points	Costs for pump rental, loss/waiver costs, liability coverage, and the breast pump supply costs to operate pumps over a three year period.
15 points	Training availability.
10 points	Organization's flexibility to meet Department's needs, personnel expertise, and timeliness.

- E. All offerors shall be notified of the successful contractor.

F. Disclosure

Cost and price information will be held in confidence and will not be revealed or discussed with competitors. Once the bids are opened the cost information is open to the public. Proposals submitted to the State will be reviewed and evaluated only by those officials with a legitimate interest. Information considered by the service provider to be proprietary should be identified as such.

G. Economy of Presentation

Proposals should be prepared in a straightforward and concise manner, and should describe the service provider's offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis should be on completeness and clarity of content.

H. Estimated Time Schedule

- | | |
|--|-------------------|
| 1. RFP sent out..... | July 15, 2002 |
| 2. Closing Date- Receipt of Proposals..... | August 20, 2002 |
| 3. Evaluation of Proposals..... | August 26, 2002 |
| 4. Award of Contract..... | September 6, 2002 |
| 5. Preparation of Contract..... | September 9, 2002 |

V. Administrative and Contractual Information

- A. Proposal Deadline - An original and six copies of the offeror's proposal must be received by:

Utah Division of Purchasing, Room 3150
State Office Building
Salt Lake City, Ut. 84114

No later than Tuesday, August 20, 2002 at 3:00 P.M.

- B. Questions about Proposal - Questions relating to this request for proposal or other matters related to this proposal, can be answered by calling William Boyer at (801) 538-6960.
- C. Conformity to RFP Specifications - The offeror must respond to this request for proposal by submitting all data and addressing all specifications as required herein, in order for the proposal to be evaluated and considered for award. Failure to submit such data or to address all specifications, shall be deemed sufficient cause for disqualification of the proposal.
- D. Rejection of Proposal - The State reserves the right to reject any and all proposals received as a result of this RFP, in order to serve the best interest of the State.
- E. Incurring of Costs - The State is not liable for costs incurred by service provider prior to the issuance of any agreement, contracts, or purchase order, and will not pay for information solicited or obtained. The information obtained will be utilized in determining suitability of services offered. Subsequent procurement, if any, will be in accordance with appropriate State contractual action.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)